

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

0002

3. EFFECTIVE DATE

12/18/98

4. REQUISITION/PURCHASE REQ. NO.

W38XGR-8294-3710

5. PROJECT NO. (If applicable)

DACW66-99-B-0001

6. ISSUED BY

CODE

W38XGR

7. ADMINISTERED BY (If other than Item 6)

CODE

empty

DEPARTMENT OF THE ARMY

MEMPHIS DISTRICT, CORPS OF ENGINEERS

167 N MAIN ST RM B202

ATTN: CEMVM-CT

MEMPHIS TN 38103-1894

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000057

(X)

X

9A. AMENDMENT OF SOLICITATION NO.

DACW66-99-B-0001

9B. DATED (SEE ITEM 11)

12/04/98

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This solicitation for Whiteman and Turtle Creek Channel Enlargement, Craighead County, Arkansas, Whiteman Creek Project - Construction, scheduled to open 01/05/99 at 2:30 p.m., is amended as follows:

1. SECTION 00010, Supplies or Services and Prices/Costs, Page 00010-3. This page is deleted in its entirety and the attached Page 00010-3 is substituted therefor.

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

2. SECTION 00800, SPECIAL CONTRACT REQUIREMENTS, TABLE OF CONTENTS, PAGE 2, Show PARAGRAPH "1.50 NOT USED"; "1.51 Work on or Adjacent to Railroad Property"; "1.52 Insurance Requirements for Work on or Adjacent to Railroad Property; and "1.53 THRU 1.62 NOT USED".
3. SECTION 00800, SPECIAL CONTRACT REQUIREMENTS, PAGE 16, Show "1.50 NOT USED"; Add the following paragraphs:

"1.51 WORK ON OR ADJACENT TO RAILROAD PROPERTY. Inasmuch as this contract involves work on or about the premises of railroad track based by the Union Pacific Railroad Company, hereinafter referred to as "the Railroad", the Contractor shall coordinate and cooperate with the Railroad as follows:

a. Notify the Contracting Officer, in writing, at least 10 days in advance of commencing work adjacent to or on or under the Railroad property and obtain approval from the Contracting Officer as to the Contractor's methods of construction and operation.

b. Prior to any work being performed on the railroad or railroad property, the Contractor shall give notice, written and/or oral to the Contracting Officer at least twenty-four (24) hours in advance of the time the work is to be performed.

c. The Contractor shall so arrange and conduct his work so that there will be no interference with railroad operations, including train, signal, telephone, and telegraphic services, or damage to the property of the Railroad, or to poles, wires, and other facilities of tenants on the right of way of the Railroad. The Contractor shall store materials so as to prevent trespassers from causing damage to trains, or railroad property.

d. Should conditions arising from or in connection with the work require that immediate and unusual provision be made to protect train operation and property of the Railroad, it shall be a part of the required service by the Contractor to make such provision and if, in the judgement of the Contracting Officer such provision is insufficient, the Contracting Officer may at the expense of the Contractor require or provide such provision as may be deemed necessary. The Contractor will be required to take special precaution and care in connection with excavating, shoring, and pile driving adjacent to track to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and avoid obstructing track clearances with working equipment, tools or other material.

e. If the Contractor desires access across the Railroad right of way and tracks at other than an existing and open public road crossing in or incident to construction of the project, the Railroad will permit such Contractor access across said right of way and track provided the Contractor first executes a license agreement satisfactory to the Railroad, and agrees to install, maintain, provide insurance, and remove at his expense any temporary grade crossing, and bear flagging expense, or other costs which the Railroad deems necessary for protection of its property and operations. The

Contractor shall at no time cross the Railroad's right of way and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be established.

f. Worktrain service may be available from the railroad upon request from the Contractor. Rates may be obtained from the Contracting Officer.

g. The Contractor shall obtain the anticipated train schedule from the proper railroad authorities and shall coordinate his work in accordance therewith. The Contractor shall be allowed free use of the track area during the periods when trains are not otherwise scheduled to run. Penalties caused by delays, obstruction, etc., shall be borne by the Contractor.

h. No charge or claims of the Contractor against the Railroad will be allowed for hindrance or delay on account of railroad traffic, any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special clauses.

i. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.

j. The Contractor shall, at all times during the period of construction, keep the Railroad's track and roadbed free of earth, mud, rocks, materials, or debris that might be caused to accumulate thereon during progress of the work. Material and equipment shall not be stored where they will interfere with railroad operations, nor on the right of way of the Railroad without first having obtained permission from the Railroad and such permission will be with the understanding that the Railroad will not be liable for damage to such materials and equipment from any cause and that the Railroad may move, or require the Contractor to move, at the Contractor's expense, such material and equipment. In order to minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

k. The Contractor shall provide railroad certified flagmen and other protective services as necessary for the protection of railway traffic and property and for those engaged on the work. In general, the requirement of such services will be whenever the Contractor's men or equipment are, or are liable to be, working within specified track clearances.

l. The Contractor will reimburse the Railroad directly for all cost of flagging which is required for this work.

m. The Contractor shall give a minimum of 72 hours advance notice to the Contracting Officer for flagging service. No work shall be undertaken until the flagman, or flagmen, are at the job site.

n. The Contractor will be required upon completion of the work to remove from within the limits of the Railroad's right of way, any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, false work, rubbish or temporary buildings of the Contractor, and to leave the right of way in a neat condition.

o. The Contractor shall take care not to foul the tracks thereby causing a hazard during the approach or passing of a train.

(1) An operating track shall be considered fouled and subject to hazard when any object is brought closer than eight (8) feet to the center line of the track.

(2) A signal line or communication line shall be considered fouled and subject to hazard when any object is brought closer than four (4) feet to any wire or cable.

(3) An electrical supply line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any wire of the line.

(4) Cranes, trucks, power shovels or any other equipment shall be considered as fouling a track, signal line communication or electric supply line when working in such position that failure of equipment with or without lead could foul the track, signal line, communication or electric supply line.

(5) Railroad operations will be considered subject to hazard when explosives are used in the vicinity of Railroad premises, or during the driving or pulling of sheeting adjacent to a track, or when erecting structural steel across or adjacent to a track, or when operations involve swinging booms or chutes that could in any way come nearer than fifteen (15) feet to the center line of a track or when erection or removal of staging, false work, or forms fouls a track or wire line.

p. In the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum side clearance of twelve (12) feet from the center line of the track. This clearance shall be maintained during the passage of trains.

q. The Contractor shall comply with all applicable Federal, State, and local safety and health laws regarding work performed on railroads and railroad property.

1.52 INSURANCE REQUIREMENTS FOR WORK ON OR ADJACENT TO RAILROAD PROPERTY. The Contractor shall furnish evidence of Workmen's Compensation coverage and maintain at all times during work on any Railroad property: (A)

Contractor's Public Liability and Property Damage Liability Insurance, including automobile coverage, with limits of \$2,000,000/\$6,000,000 as to public liability and \$2,000,000/\$6,000,000 as to property damage liability; (B) If subcontractors are involved, Contractor's Protective Public Liability and Property Damage Liability Insurance, including automobile coverage, with the same limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits of \$2,000,000/\$6,000,000 as to public liability and \$2,000,000/\$6,000,000 as to property damage liability. The Railroad Protective policy shall name the applicable Railroad as the insured and contain an endorsement in the form prescribed for State or Federal highway projects for railroad protective liability. The Contractor shall furnish to the applicable railroad, and to the Contracting Officer, the Railroad Protective policy and certificates evidencing the other insurance coverage required above. The Railroad Protective Policies and all insurance certificates shall be subject to the applicable railroad's approval before any work may be started on the railroad's property by the Contractor or his subcontractors. In addition, the Contractor shall furnish evidence of his commitment by the insurance company to notify the railway and the Contracting Officer in writing of any material change, expiration, or cancellation of the policy not less than 30 days before such change, expiration, or cancellation is effective".

4. SECTION 00800, SPECIAL CONTRACT REQUIREMENTS, PAGE 16, Show "1.53 THRU 1.62 NOT USED".

#### DRAWINGS

5. DRAWING NO. 1, Project Map, change "MISSOURI PACIFIC" Railroad to "UNION PACIFIC" Railroad.
6. DRAWING NO. 3, PLAN, Change "MISSOURI - PACIFIC" Railroad to "UNION PACIFIC" Railroad.
7. DRAWING NO. 4, UNDERWATER PLACEMENT DETAIL, Change "T=12'" to "T".
8. NOTE! NEW OR REVISED DRAWINGS WILL NOT BE ISSUED. MAKE PEN AND INK CHANGES AS NECESSARY.

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>AMOUNT</u>
0001	Clearing	102	ST	_____.	_____.
0002	Excavation	45,822	CY	_____.	_____.
0003	R-90 Stone	15,977	TN	_____.	_____.
0004	Filter Material	6,672	TN	_____.	_____.
0005	30" CMP	40	LF	_____.	_____.
0006	24" CMP	80	LF	_____.	_____.
0007	30" Flapgate	1	EA	_____.	_____.
0008	Fertilizing and Seeding	15.5	AC	_____.	_____.
0009	Environmental Protection	1	JB	<u>XXXX.XX</u>	_____.

TOTAL ITEMS 0001 THRU 0009      \_\_\_\_\_

NOTE: Bidders shall furnish unit prices for all items listed on the schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for this line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

Award will be made as a whole to one bidder.

All quantities are estimated except where unit is given as "JB" or "EA".

If a bid or modification to a bid based on unit prices is submitted and provides for a lump-sum adjustment to the total estimated cost, the application of the lump-sum adjustment to each unit price, including lump-sum units, in bid schedule must be stated, or, if it is not stated, the bidder agrees that the lump-sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

DACW66-99-B-0001  
Amendment No. 0002